REMARKS/ARGUMENTS

Claims 80-86, 89-98, 101-110 and 113-116 are pending in the application; claims 80-86, 89-98, 101-110 and 113-116 stand rejected. Applicant respectfully requests reconsideration and allowance of all pending claims in view of the foregoing amendments and the following remarks.

Claims 80-86, 89-98, 101-110 and 113-116 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description and enablement requirements. Claims 80-86, 89-98, 101-110 and 113-116 are rejected under 35 U.S.C. § 112, second paragraph. Claims 80, 81, 92, 93, 95, 104, and 105 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. Pub. No. 2001/0011250 A1 by Paltenghe et al. ("Paltenghe"). Claims 82-86, 89-91, 94, 96-98, 101-103, 106-110, and 113-115 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Paltenghe in view of U.S. Pat. No. 6,915,271 to Meyer et al. ("Meyer").

Statement of Substance of Examiner Interview

Initially, Applicants thank Examiner Zurita for the courtesies extended to Applicants' representatives in the telephonic interview conducted on April 8, 2009. During the interview, the Examiner and Applicants' representatives discussed how three other applications in the same family as the present application teach that buy decision **248** presents three options: "the data subject can elect to buy the item, change the data subject's information and buy the item, or cancel the transaction." U.S. Pat. No. 7,146,341 B1 at col. 11 lines 36-40; U.S. Pat. No. 7,475,043 B2 at col. 11 lines 27-31; U.S. Pat. App. No. 12/327768 at p. 20 lines 18-21. Although no formal agreement was reached, the Examiner and Applicants' representatives also discussed possible clarifications of the independent claims, which clarifications are reflected in the above amendments.

9

Current Amendments to the Claims

Claims 80, 82, 92, 94, 104, 106, and 116 are amended for clarification as discussed during the telephonic interview. Support for these amendments can be found at least in Figures 1 and 2C, p. 10 lines 7-8, and p. 12 lines 5-6. No new matter has been added.

Claim Rejections – 35 U.S.C. § 112

In response to the Examiner's assertion that "it is not possible to determine the scope of the claim" as requiring one, two, or three options (Office Action, p. 6), Applicants respectfully submit that, as discussed during the interview, the application clearly claims that a "buy decision" presents a choice between three options: 1) purchasing the item; 2) changing the purchasing information; and 3) declining to purchase the item. Although the present application also discloses two options (i.e., to buy or not to buy), the claimed "buy decision" presenting three options is clearly supported by p. 14 lines 17-20 of the specification. Moreover, the present disclosure mirrors that of the three related applications identified above. Thus, the claimed subject matter satisfies the written description, enablement, and definiteness requirements of 35 U.S.C. § 112. Applicants therefore respectfully request that the Examiner reconsider and withdraw his rejections under 35 U.S.C. § 112.

Claim Rejections – 35 U.S.C. § 102

Independent claim 80 recites a "buy decision presenting a choice between purchasing the item, changing the purchasing information, or declining to purchase the item." Independent claims 92, 104, and 116 recite similar features. As previously argued, and as discussed during the interview, Paltenghe lacks the "buy decision" of the present application because Paltenghe does not disclose, describe, or teach the option to change the data subject's information. That is, Paltenghe does not teach presenting the data subject with the option to modify his or her information after receiving an offer from the merchant.

Applicants have amended independent claims 80, 92, 104, and 116 to clarify that the data repository computer is independent of the data recipient. Thus, Paltenghe fails to disclose

10

"retrieving purchasing information associated with the data subject <u>from a database in the data repository computer</u>," as required by independent claim 80,[1] since Paltenghe teaches that a consumer's financial institution maintains principal possession, maintenance and storage of the consumer's financial information "without the introduction of yet another party." Paltenghe at [0014]. Thus, Paltenghe teaches that the consumer's financial institution—not an independent data repository as in the current application—consolidates orders and pays merchants. Paltenghe at [0071].

Thus, for at least these reasons, Applicants respectfully request reconsideration and withdrawal of all rejections under 35 U.S.C. § 102.

Claim Rejections – 35 U.S.C. § 103

Meyer does not remedy—nor is it asserted to remedy—these deficiencies in Paltenghe. Since Paltenghe, alone or in combination with Meyer, does not teach or suggest the subject matter of independent claims 80, 92, 104 and 116 of the present application, and since claims 81-86, 89-91, 93-98, 101-103, 105-110 and 113-115 depend on claims 80, 92 and 104, the independent claims are also patentable for at least the reasons discussed above. Moreover, with respect to the independent claims, Applicants again note that Paltenghe <u>repeatedly</u> teaches away from the current application's limitation wherein the data repository sends purchase transaction information to the data recipient.

For at least these reasons, dependent claims 82-86, 94-98 and 106-110 are patentable over Paltenghe in view of Meyer. Applicants therefore respectfully request reconsideration and withdrawal of all rejections under 35 U.S.C. § 103(a).

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[1] Independent claims 92, 104, and 116 recite similar limitations.

11

Request for Allowance

It is believed that this amendment places the application in condition for allowance, and early favorable consideration of this amendment is earnestly solicited.

If, in the opinion of the Examiner, an interview would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

The Office is hereby authorized to charge any fees, or credit any overpayments, to Deposit Account No. **11-0600**.

Respectfully submitted,
KENYON & KENYON LLP

Dated: May 18, 2009   By: /Frank L. Bernstein/
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